

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

UNITED SERVICES, LLC, a North Dakota)	
Limited Liability Company,)	
)	
Plaintiff,)	
)	Case No. CIV-21-908-C
vs.)	
)	
FUSION INDUSTRIES, LLC, an)	
Oklahoma Limited Liability Company,)	
)	
Defendant.)	

COMPLAINT

Plaintiff, United Services, LLC, for its cause of action against Defendant Fusion Industries, LLC states and alleges as follows:

1. Plaintiff, United Services, LLC, (“United”) is a North Dakota limited liability company with its principal place of business in North Dakota.
2. Defendant, Fusion Industries, LLC (“Fusion”), is an Oklahoma limited liability company with its principal place of business in Oklahoma.
3. Fusion entered into an agreement with Hypower, Inc. (“Hypower”) to perform work on the White Horn Solar Project in Gretna, Virginia (“the Project”).
4. On April 25, 2021 United entered into a Master Service Agreement (“MSA”) (“the Agreement”) with Fusion to work on the Project. (Ex. 1, the 4/25/2021 Agreement). United was to help Fusion get on schedule with construction that Fusion had been contracted to perform.
5. The Agreement provides that Oklahoma law applies to any disputes.

6. Furthermore, the Agreement provides that any county in Oklahoma is a suitable location for any dispute.

7. There is complete diversity among the parties pursuant to 28 U.S.C. § 1332.

8. The amount in controversy is in excess of \$75,000.

9. This Court has personal jurisdiction over the Defendant and venue is appropriate in the Western District of Oklahoma.

BREACH OF CONTRACT

10. United incorporates its allegations contained within paragraphs 1-8 above.

11. Pursuant to the terms of the Agreement, Fusion agreed to pay United for supplies, labor and services provided at the Project.

12. In response to the Agreement, United performed all tasks, provided labor, equipment, materials, and supplies as requested by Fusion for the Project.

13. Thereafter, Hypower terminated its agreement with Fusion due to its delays in the completion of the Project.

14. After Fusion was terminated by Hypower, Fusion refused to pay all amounts owed to United.

15. Hypower's cancellation of Fusion's contract does not release or relieve Fusion from its payment obligations to United.

16. United has made demand on Fusion for all amounts owed per the Agreement.

17. Fusion continues to deny payment to United for all amounts owed per the Agreement.

18. Fusion currently owes United \$130,850.45 for labor, materials, equipment,

and services performed on the Project. (Ex. 2, Invoice No. 1004).

19. Fusion's denial of timely payment to United constitutes a breach of contract and has damaged United in excess of \$130,850.45.

20. United is entitled to judgment against the Defendant Fusion in an amount not less than \$130,850.45.

21. United is also entitled to interest on the outstanding amounts owed accruing at the maximum rate allowed per Oklahoma law under 15 O.S. § 266.

22. United is also entitled to reasonable attorney fees and costs pursuant to 12 O.S. § 936 and 15 O.S. § 276.

23. United seeks in excess of \$130,850.45 for Defendant Fusion's breach of contract.

WHEREFORE, United prays for judgment in the amount of \$130,850.45, plus interest on the outstanding balance owed at the maximum interest rate permitted by Oklahoma law, plus pre-judgment interest accruing at the statutory rate, post-judgment interest, costs and expenses, and reasonable attorney fees associated with United's prosecution of the cause of action. United also seeks all other relief this Court deems just and equitable.

Respectfully submitted,

s/ Jeremy K. Ward

Jeremy K. Ward

OBA No. 21400

Attorney for Plaintiff

Franden | Farris | Quillin

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VERIFICATION

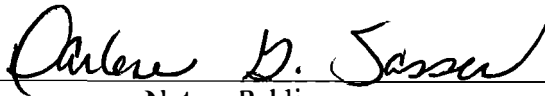
STATE OF VIRGINIA)
)
COUNTY OF Mecklenburg) ss

I, Vern Ray, on behalf of United Services, LLC having been sworn and upon my oath verify that I am a representative of Plaintiff; I have read the foregoing Complaint; I am familiar with the contents and believe to the best of my information, knowledge, and belief that the matters stated therein are true and correct.



Vern Ray
On behalf of United Services, LLC

Subscribed and sworn to before me on this 15 day of September, 2021.



Notary Public

My Commission Expires:

12-31-2022
[seal]

Commission No: 310257

